# **EMERGENCY REQUEST FOR PROPOSALS**

"Leaking Underground Storage Tank (LUST)
Post-Hurricane RECAP Evaluation Corrective Action Study"

# LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFP No: <u>5701-08-02</u>

**December 6, 2007** 

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"Leaking Underground Storage Tank (LUST) Post-Hurricane RECAP Evaluation Corrective Action Study" Louisiana Department of Environmental Quality

# TABLE OF CONTENTS

		Page
PART I.	ADMINISTRATIVE INFORMATION	1
1.1	Request for Proposals	1
	Contract Term and Compensation	
	Proposal Preparation	
	Questions and Answers	
	Submission of Proposals	
	Changes, Addendum, or Withdrawal of Proposals	
	RFP Schedule Summary	
PART II.	GENERAL INFORMATION	4
2.1	"Foreign" Corporations Contracting with the State of Louisiana	4
	Disclosure of Ownership Affidavit	
2.3	Code of Ethics for State Employees	4
2.4	Response Action Contractor Requirements	4
	Laboratory Accreditation	
2.6	Insurance Requirements	5
2.7	Proposal Costs	5
PART III	. PROPOSAL PREPARATION INSTRUCTIONS	6
3.1	Proposal Content	6
3.2	Elements for Technical Proposal (Volume I)	6
	3.2.1 Proposal Cover Sheet	6
	3.2.2 Table of Contents	6
	3.2.3 Scope of Services	6
	3.2.4 Personnel Qualifications and Experience	7
	3.2.5 Company Qualifications and Experience	8
	3.2.6 Subcontractors	
	3.2.7 Price Proposal (Schedule of Prices)	9
3.3	Elements for Financial Information (Volume II)	
3.4	Proposal Format	10
3.5	Use and Disclosure of Confidential Information	10

PART IV. PROPOSAL EVALUATION AND SELECTION	11
4.1 Evaluation Process	11
4.2 Evaluation Criteria	11
4.3 Price Evaluation Calculation	
4.4 Clarifications and Oral Presentations	
4.5 Determination of Responsibility	12
4.6 Contract Award and Debriefings	

#### REQUEST FOR PROPOSALS

"Leaking Underground Storage Tank (LUST) Post-Hurricane RECAP Evaluation Corrective Action Study" Louisiana Department of Environmental Quality

#### PART I. ADMINISTRATIVE INFORMATION

#### 1.1 Request for Proposals

The Louisiana Department of Environmental Quality (LDEQ) is committed to protecting public health and the environment in Louisiana by assessing leaking underground storage tank (LUST) sites in areas affected by Hurricanes Katrina and Rita to identify problems and address the most immediate needs. The objectives to be achieved in order to attain this goal include RECAP Evaluation of approved damaged facilities; Corrective Action Study of approved damaged facilities; and Corrective Action Plan Development of approved damaged facilities. This project will be under the direction of the Underground Storage Tank Division (USTD). LDEQ invites all qualified parties to submit proposals for providing these services.

The Contractor who is selected to perform the work under this contract will be precluded from proposing on and performing any and all following phase work at these sites under contracts awarded by the LDEQ, as provided by federal post-hurricane grant funding.

#### 1.2 Contract Term and Compensation

The term of the contract will begin approximately March 1, 2008 and end approximately February 28, 2009. Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) to be incorporated into the contract, with a maximum total contract cost based on the scheduled number of units of requested services and the unit prices resulting from the RFP process. LDEQ reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract cost, using the unit prices established in the Schedule of Prices. This contract and any amendments require the approval of the Commissioner of the Division of Administration.

#### 1.3 Proposal Preparation

Instructions for preparing proposals are provided in Part III below. Proposals submitted for consideration should follow the specified order of presentation and format.

#### 1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. Any and all questions regarding this Request for Proposals must be submitted in writing to the LDEQ Contracts and Grants

# Division by December 17, 2007. <u>Do not contact other LDEQ program personnel with questions regarding this RFP.</u>

Questions may be mailed to:

Robyn Geddes Contracts and Grants Division Louisiana Department of Environmental Quality P. O. Box 4303 Baton Rouge, LA 70821-4303

or submitted by e-mail to: Robyn.Geddes@la.gov

Questions will also be accepted by FAX at (225) 219-3823. Responses to these questions can be accessed by going to <a href="www.deq.louisiana.gov">www.deq.louisiana.gov</a>, Contracts and Grants Division. Questions and answers that may potentially result in the disclosure of information from proposals of competing bidders will not be published.

### 1.5 Submission of Proposals

If you desire to submit a proposal, six (6) copies of the technical information presented in Section 3.2 Elements for Technical Proposal (Volume I), and one (1) copy of the financial information presented in Section 3.3 Elements for Financial Information (Volume II), must be received by the Louisiana Department of Environmental Quality (LDEQ), Contracts and Grants Division, no later than 3:00 p.m. local time on or before January 7, 2008. Proposals, amendments, and any other information received after this date and time will not be considered.

All proposals should be delivered to:

Laura McDonald, Contracts and Grants Division Louisiana Department of Environmental Quality 602 N. Fifth Street, Room 931 (9<sup>th</sup> Floor) Baton Rouge, Louisiana 70802

Mail through the U. S. Postal Services is not delivered directly to the LDEQ headquarters building. Therefore, proposers are advised to hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised <u>not</u> to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes <u>will not</u> be granted. Proposals <u>will</u> not be accepted by facsimile (FAX) or electronic mail (e-mail).

Proposers are solely responsible for the timely delivery of their proposals. LDEQ will not acknowledge by mail or telephone timely receipt of proposals.

#### 1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and received by LDEQ prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any proposer choosing to withdraw its proposal must submit a written withdrawal request to LDEQ.

#### 1.7 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in LDEQ's RFP process; however, LDEQ reserves the right to deviate from this schedule.

**Table 1. RFP Schedule Summary.** 

Event	Date	<b>Local Time</b>	
Begin Advertisement of RFP	December 6, 2007		
Deadline for LDEQ receipt of written questions from prospective proposers	December 17, 2007	4:00 p.m.	
Proposal due date and time	January 7, 2008	3:00 p.m.	
Oral presentations by proposers (if required)	To be scheduled		
Estimated award date	Approximately		
	January 31, 2008		
Estimated initiation of the contract period	Approximately		
	March 1, 2008		

#### PART II. GENERAL INFORMATION

#### 2.1 "Foreign" Corporations Contracting with the State of Louisiana

According to the provisions of LSA R.S. 12:301-302, any corporation which is incorporated in another state must have a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana, 70809, (225) 925-4704. NOTE: The certificate of authority should not be submitted with the proposal. However, the Louisiana Certificate of Authority must be provided prior to contracting with the LDEQ.

#### 2.2 Disclosure of Ownership Affidavit

All for-profit corporations whose stock is <u>not</u> publicly traded must file a Disclosure of Ownership Affidavit with the Louisiana Secretary of State's office before contracting with state government. Non-profit corporations and for-profit corporations whose stock is publicly traded are exempt from this requirement. <u>NOTE</u>: The Disclosure of Ownership Affidavit should <u>not</u> be submitted with the proposal. However, the Disclosure of Ownership Affidavit must be provided prior to contracting with the LDEQ.

#### 2.3 Code of Ethics for State Employees

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission on Ethics for Public Employees. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Attachment 5, Sample LDEQ Contract, Article 28).

#### 2.4 Response Action Contractor Requirements

The Contractor must appear on the approved current Response Action Contractor (RAC) listing or must meet the minimum qualification requirements of a RAC, as defined in LAC 33:XI.1205.A. The Contractor shall maintain the minimum qualification requirements of a RAC throughout the duration of this contract. Failure to maintain the required qualifications, or promptly correct any lapse, may be considered as a failure to perform within the terms of this contract.

#### 2.5 Laboratory Accreditation

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) operated or utilized by the proposer shall be accredited by the Department's Environmental Laboratory Accreditation Program (LELAP). Each such laboratory must be certified for the

method/matrix/analyses necessary to perform the analytical work required in Appendix A, Scope of Services. Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) operated by or utilized by the proposer shall meet at a minimum the quality systems requirements found in LAC 33:I, Chapter 53 and in Chapter 5 of the 2003 NELAC Standards. (See Attachment 5, Sample LDEQ Contract Article 33).

Evidence of LELAP accreditation for any/all laboratories proposed to be used must be provided by the successful Contractor and approved by LDEQ before work begins.

#### 2.6 Insurance Requirements

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See RFP Attachment 5, Sample LDEQ Contract, Article 16). Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful contractor and approved by LDEQ before work begins. Furthermore, the successful contractor must include all subcontractors as insureds under its policies or must furnish separate certificates for each subcontractor before work begins.

#### 2.7 Proposal Costs

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law and become the property of LDEQ and will not be returned.

#### PART III. PROPOSAL PREPARATION INSTRUCTIONS

#### 3.1 Proposal Content

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the proposer's ability to meet the requirements of the RFP. The proposer should demonstrate his understanding of LDEQ's requirements. Each proposer is solely responsible for the accuracy and completeness of its proposal.

#### 3.2 Elements for Technical Proposal (Volume I)

Each proposer should address the elements described by this section in his Technical Proposal in the order listed.

#### 3.2.1 Proposal Cover Sheet

Each proposer must complete the proposal cover sheet (RFP Attachment 1). **Proposals** lacking a signed cover sheet shall be disqualified.

#### 3.2.2 Table of Contents

Each proposer should include a paginated Table of Contents to facilitate locating proposal information.

#### 3.2.3 Scope of Services

Each proposer should submit a Scope of Services that clearly and concisely describes his technical and management approach to completing the requirements described in LDEQ's Statement of Work (SOW) (RFP Attachment 2). The proposer's Scope of Services should be presented in as much detail as judged necessary by the proposer. An unsupported statement that the proposer will comply with all the requirements of this solicitation is not acceptable. Any exceptions taken to the SOW must be clearly stated and explained.

Each proposer's Scope of Services should include a brief introduction followed by a discussion of the following technical elements, in the order listed.

#### (1) Project Management

Describe the proposed approach to project management, including, at a minimum, the following information:

#### (a) Overall company organization

Describe the <u>overall</u> organization of the company. Include a company organizational chart. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with LDEQ. Include a description of the involvement of any proposed subcontractors in this project (See Item 3.2.6, Subcontractors).

#### (b) Project organization

Provide a <u>project-specific</u> organizational chart identifying the key Contractor personnel and key subcontractor personnel proposed for work on this project. This chart should specifically include, but need not be limited to, all professional level personnel and project manager positions. Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, points of contact for LDEQ, and any subcontractor relationships. The chart should be realistic and practical. The organizational chart should be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position, and subcontractors).

#### (c) Management approach

Describe the proposed approach to project management. Project management includes, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and LDEQ, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

#### (2) Performance of Project Tasks

Describe the proposed approach to the performance of the technical tasks described in RFP Attachment 2 (SOW). Include a description of deliverables to be received by LDEQ as end products of the services rendered.

#### 3.2.4 Personnel Qualifications and Experience

Describe the qualifications and experience of all key personnel designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. Include résumés showing each assigned individual's education, registrations, accomplishments, and experience. LDEQ will consider only experience that is relevant to the tasks listed in RFP Attachment 2 (SOW).

#### 3.2.5 Company Qualifications and Experience

Describe the company's qualifications and experience that are relevant to the proposed tasks listed in RFP Attachment 2 (SOW). Experience will be considered relevant if prior projects major features include developing RECAP standards and corrective action alternatives. Both government and privately-sponsored work may be included. Experience gained through previous contracts to LDEQ may be considered by LDEQ for proposal evaluation, whether or not listed by the proposer.

Each proposer should describe projects undertaken by his company during the past three (3) years (i.e., since October, 2004). Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The proposer's experience information should be submitted in the tabular format provided in Attachment 3 (Experience Table). The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the proposer should provide:

- (a) the name and address of the client (sponsoring agency or company);
- (b) the name and telephone number of the client's contact person;
- (c) the project title and contract number;
- (d) the starting and ending dates of the project (contract term);
- (e) the total dollar amount of the project; and
- (f) a brief description of the project.

Each proposer may include as many entries as he desires, however, only complete entries will be considered. Because LDEQ may contact a representative sample of the listed clients as references during the evaluation process, proposers should verify that all client telephone numbers are current.

#### 3.2.6 Subcontractors

Consultants who are not employees of the proposer shall be treated as subcontractors. All subcontractors necessary to conduct the work must be identified on Attachment 1 (Proposal Cover Sheet). The proposer must provide a letter of agreement, a copy of a contract, or some other form of written commitment from any subcontractor who provides key personnel that are evaluated under Criterion 2, or company experience that is evaluated under Criterion 3. This commitment must demonstrate the subcontractor's

willingness to provide the listed personnel or undertake his portion of the proposed project.

#### 3.2.7 Price Proposal (Schedule of Prices)

Each proposer must submit a price proposal using LDEQ's pricing structure provided in Attachment 4, Schedule of Prices. No other format is acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed. For items with no charge, "\$0" must be entered. If a proposer identifies deficiencies or errors in this format, he should bring this information to the attention of LDEQ. LDEQ will review the information and issue any correction as an amendment to the solicitation.

<u>Only</u> Attachment 4, Schedule of Prices will be considered in evaluating the price proposal. Do not include any additional terms and conditions, company fee schedules, etc.; they will not be considered.

#### 3.3 Elements for Financial Information (Volume II)

In a separate volume, proposals should include evidence demonstrating the proposer's financial capability to carry out this project. Proposers should submit:

- (a) Financial Statements audited by an independent CPA for the past three years;
- (b) notes to the Financial Statements; and
- (c) the CPA's Audit Report for each year.

If the company has been in business for less than three years, proposer may substitute the following for this requirement:

- (a) Financial Statements audited by an independent CPA for each complete year in business and an interim Financial Statement audited by an independent CPA for the current year;
- (b) notes to the Financial Statements; and
- (c) the CPA's Audit Report for the corresponding Financial Statements.

#### OR

if the above financial information is not available, the proposer should submit other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. a Performance Bond, letters from banks and other financial companies and a listing of debt including terms of any notes.

#### 3.4 Proposal Format

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound in a three ring binder. Pages of the technical proposal should be numbered consecutively and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

#### 3.5 Use and Disclosure of Confidential Information

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., LDEQ records obtained in response to this RFP shall be available to the public unless LDEQ determines that the information requires confidentiality. In order to secure nondisclosure of information contained in its proposal, the proposer must submit a written request to the Secretary of LDEQ in accordance with LAC 33:I. Chapter 5 and applicable laws.

#### PART IV. PROPOSAL EVALUATION AND SELECTION

#### 4.1 Evaluation Process

A Selection Committee composed of LDEQ technical personnel will evaluate and rank the proposals according to the criteria listed in Section 4.2. Any proposal that does not provide the following mandatory items shall be disqualified by LDEQ and shall <u>not</u> be evaluated by the Selection Committee:

- (1) a signed Proposal Cover Sheet (Part III, Section 3.2.1); and
- (2) a Schedule of Prices (Part III, Section 3.2.7).

Upon completion of the Evaluation and Ranking Report, the highest rated proposal selected for award receives further evaluation through preparation of a Financial Statement Analysis. Prior to the award of any contract, the proposer must submit evidence of financial status sufficient to demonstrate its capability, and the capability of its subcontractors, to carry out the project.

Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, LDEQ may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The responsible and qualified proposer with the highest rated proposal will be recommended for tentative selection. The Selection Committee will report its comments and recommendations to the LDEQ Secretary or his designee. The tentative selection is subject to the approval of the Secretary of LDEQ or his designee and the Commissioner of the Division of Administration. The Secretary of LDEQ or his designee is the only individual who can legally commit LDEQ to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contract will not be valid until approved by the Commissioner of the Division of Administration.

#### 4.2 Evaluation Criteria

All proposals will be evaluated according to the following weighted criteria:

(1) 20 % Merit of the proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).

- (2) 20 % Qualifications and relevant experience of the proposer's key personnel assigned to the project (including subcontracted personnel as allowed) (Part III, Sections 3.2.4 and 3.2.6).
- (3) 20% Qualifications and relevant experience of the proposer in developing LUST RECAP standards and corrective action alternatives (including subcontractor experience as allowed) (Part III, Sections 3.2.5 and 3.2.6).
- (4) 40 % Price (Part III, Section 3.2.7).

#### 4.3 Price Evaluation Calculation

The proposal with the lowest total price from Attachment 4, Schedule of Prices, will receive the maximum possible points. All other proposals will be rated using the following formula:

40 x <u>Price of lowest proposal</u> = Proposal Price of proposal being rated price points

#### 4.4 Clarifications and Oral Presentations

Written or oral discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Written or oral clarifications may be requested for the purpose of enhancing LDEQ's understanding of a proposal element. Proposers will be evaluated on the clarity and detail of the technical approach with a maximum score of twenty points, which will be added to the initial scores for a final score.

Proposers selected for oral presentations will be notified by the LDEQ Contracts and Grants Division on or before January 22, 2008. Presentations will be made by the selected proposers on January 25, 2008, at a time assigned by LDEQ.

In the event oral presentations are requested,

#### 4.5 Determination of Responsibility

Determination of the proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. LDEQ is prohibited from awarding any contract for consulting services for \$50,000 or more to any person or firm unless LDEQ has first determined that such person or firm is responsible according to the standards described in this section. LDEQ must find that the selected proposer:

- (a) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- (b) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements); and
- (c) is able to comply with the proposed or required time of delivery or performance schedule;
- (d) has a satisfactory record of integrity, judgment, and performance (A proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and
- (e) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for LDEQ to make its determination by presenting acceptable evidence of financial resources, experience, organization, technical qualifications, skills, personnel, and facilities, to perform the services called for by the contract.

#### 4.6 Contract Award and Debriefings

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, LDEQ estimates that the contract will be awarded by approximately January 31, 2008, and will issue a "Notification of Award" letter to the successful proposer. Unsuccessful proposers will also be notified of LDEQ's decision in writing, and may request a post-award debriefing by contacting Laura McDonald at (225) 219-3812, or by e-mail at laura.mcdonald@la.gov.

#### Attachments to this RFP:

#### Exhibits to this package:

- (1) Proposal Cover Sheet
- (2) Statement of Work
- (3) Experience Table
- (4) LDEQ Schedule of Prices Form
- (5) Sample LDEQ Contract
- (6) Indemnification Agreement
- (7) Payment Bond

Exhibit A – RECAP Input Parameters Form Exhibit B – Weekly Progress Report Form

# ATTACHMENT 1. PROPOSAL COVER SHEET

Proj	ect Title:			
Pro	Company Name			
	Company Address			
Pro	ooser's Contact Person:			
Nan	Title			
Add	ress			
Tele	phone No. ( ) FAX No. ()			
Sub	contractors (add lines as necessary):			
	Name Written commitment attached (Y/N)			
I he	reby certify that:			
1.	This proposal will remain in effect for at least ninety (90) days from <u>January 7, 2008</u> .			
2.	I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.			
3.	I will be ready and able to begin work within fifteen (15) days after contract award.			
4.	I accept the mandatory Department of Environmental Quality contract provisions (RFI Attachment 5).			
5.	I am authorized to represent and can commit the organization to all provisions of this proposal.			
	Signature Date			

#### ATTACHMENT 2 STATEMENT OF WORK

"Leaking Underground Storage Tank (LUST) Post-Hurricane RECAP Evaluation/Corrective Action Study" Louisiana Department of Environmental Quality

#### 1.0 INTRODUCTION

The Louisiana Department of Environmental Quality (LDEQ) is committed to protecting public health and the environment in Louisiana by assessing leaking underground storage tank (LUST) sites in areas affected by Hurricanes Katrina and Rita to identify problems and address the most immediate needs. LDEQ will use site assessments to confirm releases from UST systems and collect data in order to determine the need for additional assessment work or site remediation. Since many of these LUST sites require immediate attention, LDEQ requires the services of an experienced, qualified contractor to develop Risk Evaluation/Corrective Action Program (RECAP) standards and propose appropriate corrective action alternatives. This project and site selection will be under the direction of the Underground Storage Tank Division (USTD).

The Contractor who is selected to perform the work under this contract will be precluded from proposing on and performing any and all following corrective action phase work at these sites under contracts awarded by the LDEQ, as provided by federal post-hurricane grant funding.

#### 2.0 BACKGROUND

Hurricanes Katrina and Rita which struck coastal areas of Louisiana in the fall of 2005, caused damage to Underground Storage Tank (UST) sites in the impacted areas ranging from minor to total destruction. UST facilities (in the eleven hurricane impacted parishes of Calcasieu, Cameron, Iberia, Jefferson, Jefferson Davis, Orleans, Plaquemines, St Bernard, St. Mary, St. Tammany and Vermillion) that were compromised due to wind or flood damage are being evaluated to determine if there has been a hydrocarbon release to soil, groundwater or surface water, including a determination of the need for remedial action. Facilities with a confirmed release from the UST system will require further evaluation and remediation.

The Louisiana Department of Environmental Quality (LDEQ) developed a Risk Evaluation/Corrective Action Program (RECAP) to address risks to human health and the environment posed by the release of chemical constituents to the environment. This is LDEQ's primary statutory mandate for remediation activities. RECAP uses risk evaluation to: (1) determine if corrective action is necessary for protection of human health and the environment, and (2) identify constituent levels in impacted media that do not pose unacceptable risks to human health or the environment, ie., RECAP Standards (a copy of the October 20, 2003 RECAP document can be found at <a href="http://www.deq.louisiana.gov">http://www.deq.louisiana.gov</a>).

RECAP consists of a tiered framework composed of a Screening Option and three Management Options. This tiered approach allows site evaluation and corrective action efforts to be tailored to site conditions and risks. As the Management Option level increases, the approach becomes more site-specific and, hence, the level of effort required to meet the objectives of the Option increases.

#### 3.0 CONTRACTOR TASKS

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, materials, supplies, computers, equipment, transportation, meals, and lodging) necessary to perform the tasks described in this Statement of Work with the exception of resources that will be provided by LDEQ (Section 6.0). All maintenance, service and repair of the equipment used to perform the tasks described in this Statement of Work will be the Contractor's responsibility.

#### 3.1 Commencement Conference

Within ten (10) calendar days of LDEQ's Notice to Proceed, a commencement conference shall be held between the Contractor's key personnel and LDEQ to discuss the commencement of the project and answer any questions regarding the project. The conference will be held at LDEQ Headquarters in Baton Rouge. LDEQ will prepare an agenda for the meeting, take minutes and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood by him.

#### 3.2 **RECAP Evaluation**

The contractor will complete RECAP evaluations in accordance with the following tasks:

#### (A) <u>RECAP Input Parameters</u>

The Contractor shall:

- (1) review the approved Site Assessment Report(s) to determine site conditions; and
- (2) complete and submit the RECAP Input Parameters Form (Exhibit A).

The RECAP Input Parameters Form shall be submitted to the LDEQ Project Manager within sixty (60) calendar days of LDEQ's Notice to Proceed. The LDEQ Project Manager must review and approve the input parameters to be used in the RECAP Evaluation.

#### (B) <u>Additional Site Investigation</u>

The Contractor shall perform the additional site investigation at selected sites as determined necessary by the LDEQ Project Manger when additional data is needed for the completion of a

RECAP evaluation. If the additional site investigation is not required the Contractor shall proceed with Section 3.2 (C).

Within thirty (30) calendar days of the request for the additional site investigation from the LDEQ Project Manager, the Contractor shall submit the following as one submittal:

- (1) Additional Site Investigation Work Plan, including but not limited to:
  - (a) the delineation of the vertical and horizontal extent of impact resulting from the LUSTs;
  - (b) site history;
  - (c) planned field activities and sampling procedures;
  - (d) sampling locations and rationale;
  - (e) parameters and methodology of analysis;
  - (f) field documentation;
  - (g) decontamination of equipment; and
  - (h) disposal of investigation derived wastes (IDW).
- (2) Technical Sampling and Analysis (TS&A) Plan;
- (3) Quality Assurance/Quality Control (QA/OC) Plan; and
- (4) Health and Safety (H&S) Plan.

Site investigations must be done in accordance with RECAP Appendix B. The following documents describe the data collection design for LUST activities in Louisiana including as appropriate the types and numbers of samples required, the design of the sampling network, sampling locations and frequencies, sampling matrices, measurement parameters of interest and the rationale for the design:

- LDEQ RECAP;
- LDEQ/LDOTD Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook; and
- LUST QAPP\_1006\_r08, revision date January 6, 2006, pages 20-28.

Groundwater samples must be collected from temporary piezometers. Soil and groundwater samples should be analyzed only for constituents that require further evaluation based upon the results of the initial site assessment and as determined necessary by the LDEQ Project Manager.

As directed by the LDEQ Project Manager, soil samples may be further evaluated using the Synthetic Precipitation Leacheate Procedure (SPLP). Soil and ground water samples may be further analyzed using appropriate TPH fractionation methodologies, RECAP Appendix D. When requesting these analyses, the carbon ranges to be reported must be specified to match those listed in RECAP Appendix D, Table D-1.

Within thirty (30) calendar days of LDEQ written approval of the Additional Site Investigation Work Plan, the Contractor shall begin the site investigation and shall complete the investigation within one-hundred (120) calendar days of Work Plan approval. The site investigation shall meet the requirements of LAC 33:I, Chapter 13 (RECAP), Appendix B. Section 2.5. The site investigation shall include, but is not limited to:

- (1) on-site observations and measurements;
- (2) determination of the source(s) of release, horizontal and vertical delineation of all impacted media, and a determination of the distance to all sensitive receptors;
- (3) evaluation of the potential for off-site contaminant migration;
- (4) sampling, packaging and labeling, chain-of-custody, shipping and handling, analytical testing, QA/QC, interpretation of the analytical results and the recording and reporting of all results (All testing must be completed by an accredited laboratory in accordance with LAC 33:I, Subpart 3. The laboratory shall be accredited for the applicable tests and required parameters. Additionally, all sampling and analysis shall be performed in accordance with the Contractor's Technical Sampling and Analysis Plan.);
- (5) plugging and abandonment in accordance with the LDEQ/LDOTD Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook; and
- (6) disposition of all investigation derived waste in accordance with applicable laws, regulations, and ordinances.

Results of the additional site investigation should be reported to the Department in accordance with RECAP Appendix B, Section 3.0, Site Investigation Submittal Requirements. The contractor shall complete and submit a combined Additional Site Investigation Report and RECAP Evaluation in triplicate for review and approval by the LDEQ Project Manager within one-hundred twenty (120) calendar days of the site investigation work plan approval. RECAP Evaluations must be completed in accordance with the latest edition of the RECAP document and must include the requirements as indicated in Section 3.2 (C) of this Statement of Work.

Deficient reports will be returned to the Contractor with a Notice of Deficiencies for corrections at no expense to the Department. Corrected reports must be received by the LDEQ Project Manager within thirty (30) calendar days of the Notice of Deficiencies.

#### (C) RECAP Evaluation Submittals

Within sixty (60) calendar days of the request for a RECAP Evaluation the Contractor shall:

- (1) use the LDEQ approved RECAP input parameters and results of the site assessment(s) to develop RECAP standards in accordance with RECAP Appendix H:
- (2) perform a RECAP evaluation by proceeding through a tiered approach as follows:
  - (a) COC at the site not associated with an enclosed structure pathway shall be evaluated under RECAP proceeding through the Screening Option (SO), MO-1, and MO-2 (Appendix I);
  - (b) COC at the site associated with an enclosed structure pathway shall be evaluated under RECAP proceeding through MO-1 and MO-2 for the determination of enclosed structure standards:
- (3) determine the limiting RECAP standard (LRS) for soil and groundwater; (the soil LRS should be based on both a non-industrial and an industrial scenario);
- (4) determine additive health effects; (where multiple noncarcinogenic constituents of concern (COC) are present at a site that have the same critical health effect and result in a cumulative exposure that exceeds a total hazard index of 1.0 for that effect, then the risk-based RECAP Standard (RS) shall be adjusted accordingly):
  - (a) the Management Option 1 (MO-1) RS for those COC shall be divided by the number of COC present in the group;
  - (b) the MO-2/ Appendix I RS shall be modified to account for additive exposure by apportioning the hazard index in accordance with RECAP Section G 5.0:
- (5) expand the RECAP evaluation to identify appropriate hydrocarbon fraction standards;
- (6) expand the RECAP evaluation to identify a site-specific limiting leach test standard if the soil protective of groundwater standard is identified as the limiting soil standard following the original site assessment;
- (7) RECAP Submittal Requirements:
  - RECAP Form 1, Submittal Summary;
  - RECAP Form 2, Analytical Data Summary;

- RECAP Form 10, SO Summary for Soil (if applicable);
- RECAP Form 11, MO-1 Summary for Soil 0-15' below ground surface (bgs) (if applicable);
- RECAP Form 12, MO-1 Summary for Soil >15'bgs (if applicable);
- RECAP Form 13, MO-2 Summary for Soil 0-15'bgs (if applicable);
- RECAP Form 14, MO-2 Summary for Soil >15'bgs (if applicable);
- RECAP Form 15, SO Summary for Groundwater (GW) (If applicable);
- RECAP Form 16, MO-1 Summary for GW (If applicable);
- RECAP Form 17 MO-2 Summary for GW (If applicable);
- RECAP Form 18, Ecological Checklist;
- Site Ranking and Justification for the Ranking;
- Topographic map with the AOC or the Area of Investigation (AOI) labeled and name of quadrangle;
- Vicinity map with adjoining properties cross streets and land use;
- A Site Map with all significant features;
- Identification of the horizontal and vertical boundaries of the AOI for soil and groundwater and a detailed AOI map with longitude, latitude, and all sampling locations;
- A description of land use at and in the vicinity of the AOI or the AOI;
- A description of GW use at and in the vicinity (one-mile radius) of the AOC or the AOI including a DOTD well survey obtained within the last 12 months;
- The GW classifications of the zones under evaluation and information used to arrive at this determination and the location of the Point of Compliance (POC) and Point of Exposure (POE);
- Identification of all known underground utilities (<15'bgs) within or adjacent to the AOC or the AOI:

- Documentation that the soil and/or GW meets criteria for management under the selected management option;
- Identification of the COC;
- Identification of the Area of Investigation Concentration (AOIC) for each COC in soil (including all calculations and identification of the sampling locations used in the calculations);
- Conceptual Site Model;
- Documentation of the methods used to determine the limiting RECAP Standard (LRS); identification of the critical effects/target organs for each noncarcinogenic COC and demonstration modifications of the RS to account for additive effects (including calculations);
- The results of all applicable tier options; and
- Identification of the AOI and COC requiring corrective action under the appropriate management option.

\*Note: All maps must have a bar scale, legend, north arrow, contour intervals (if contoured), date data was obtained, and map date. All maps, figures, diagrams and cross sections submitted must be legible and unless otherwise approved by the Department, not larger than 11 inches by 17 inches and must be folded to a standard report format (8.5 by 11 inches).

Deficient reports will be returned to the Contractor with a Notice of Deficiencies for corrections. Corrected reports must be received by the LDEQ Project Manager within thirty (30) calendar days of the Notice of Deficiencies.

#### 3.3 Corrective Action Study

As directed by the LDEQ Project Manager, the Contractor shall:

(A) develop and evaluate three potential remedial alternatives for each UST site that exceeds the applicable RECAP standards; remedial alternatives identified and examined should include a no action (NA) alternative and if soil is contaminated, one of the three technologies must be excavation;

Remedial alternative selection must consider technologies that are feasible to implement, reliable, and cost effective, and must meet all state and federal applicable, relevant, and appropriate requirements. In determining feasibility, please evaluate and discuss the remedial technologies currently in wide use, including soil removal, vacuum enhanced vapor and groundwater recovery, air sparging/stripping, monitored natural attenuation, and biological/chemical oxidation. The Contractor may also consider any innovative technology with documented success in similar hydrogeologic settings.

Evaluation of the remedial alternatives shall consist of a detailed assessment of the individual alternatives including the ability of the alternative to achieve the established LRS for all contaminated media.

(B) prepare and submit a corrective action study of three potential remedial alternatives. To address cost effectiveness, the contractor shall provide an estimate of total cost to reach no further action for those technologies determined to be feasible. In addition to the total cost, the contractor shall provide a cost estimate to implement the technology for the first two years.

The corrective action study must be submitted to the LDEQ Project Manager within sixty (60) calendar days of the request for a corrective action study.

One of the three proposed remedial alternatives will be selected by the LDEQ Project Manager for development of a Corrective Action Plan (CAP). The final remedy shall protect human health and the environment, comply with the RECAP standards, and comply with state and federal applicable, relevant, and appropriate requirements (ARARs) for the location or for specific remedies. After selection of the final remedy, the Contractor will be directed to submit detailed plans for implementation, operation, maintenance, and monitoring.

Deficient reports will be returned to the Contractor with a Notice of Deficiencies for corrections. Corrected reports must be received by the LDEQ Project Manager within thirty (30) calendar days of the Notice of Deficiencies.

#### 3.4 Corrective Action Plan Development

Within thirty (30) calendar days of the request for a Corrective Action Plan (CAP) the Contractor shall develop and submit to LDEQ a plan for rehabilitation and remediation of sites contaminated by a UST release into the soils, groundwater, and surface waters. This plan must address the cleanup of any affected soils, groundwater, and surface waters. The plan must utilize cost effective methods that are technologically feasible and reliable. Furthermore, the plan shall ensure adequate protection of the public health, safety, and welfare, and minimize environmental damage, in accordance with the site.

#### (A) Site History/Site Assessment

The Corrective Action Plan must include:

- (1) a site history that includes a description of the release, identification and discussion of any interim corrective action measures that have been taken, and tables with all historical soil and groundwater sampling data;
- (2) site hydrogeology including a discussion of site geology and groundwater conditions, including the groundwater classification and basis for classification; the plan must include potentiometric maps showing groundwater flow direction and cross-sectional maps based on representative boring logs; and

(3) current site conditions including current site use and any plans for future use that may affect remediation. The plan must include RECAP standards, regional and local site map (including adjacent properties and use), site maps including the locations of borings, monitoring wells, utilities, and any existing or previous USTs, and separate isoconcentration maps of the contamination in soil and groundwater.

#### (B) <u>Discussion of Remedial Technology</u>

The Corrective Action Plan must include:

- (1) a discussion of the remedial action technologies considered, the selected remediation technology and basis for the selection;
- (2) anticipated remediation timeframe;
- discussion of the anticipated hydraulic and pneumatic response to recovery operations and radius of influence (ROI) or the proposed remediation system including information used to determine the anticipated ROI (if applicable);
- (4) discussion addressing necessary permits and proposed wastewater discharge point (if applicable);
- (5) site map depicting implementation of proposed remediation plan, including any areas of excavation, locations of recovery lines, proposed recovery wells (converting existing wells and newly installed), location of proposed treatment unit and any other applicable information; and
- (6) Sampling and Analysis Plan.

Three (3) original copies and one electronic copy of the Corrective Action Plan shall be submitted to the LDEQ Project Manager for review and approval. The LDEQ Project Manager will provide comments and require revisions as necessary before approving the Corrective Action Plan. Corrections must be submitted to the LDEQ Project Manager within thirty (30) calendar days of the Notice of Deficiency letter issued by the LDEQ Project Manager.

#### 3.5 Litigation Support

The Contractor shall provide litigation support as determined necessary by LDEQ. Litigation support shall include, but is not limited to, participation in preparatory meetings and discussions with LDEQ personnel, testifying at depositions, administrative hearings and/or judicial hearings, and providing records to LDEQ, administrative tribunal or court upon request. Actual costs incurred in connection with these services are to be paid for under the contract.

#### 4.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management to ensure the successful completion of the contract. The Contractor shall plan and supervise all tasks efficiently and with his best skill and attention. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but not be limited to, the following activities:

- (1) supervision of the Contractor's personnel;
- (2) contract administration:
  - (a) invoicing;
  - (b) changes to the contract;
  - (c) resolving disputes between the Contractor and LDEQ; and
  - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) scheduling meetings and training sessions;
- (4) record-keeping; and
- (5) preparation and submission of deliverables.

#### 4.1 Compliance with Laws and Regulations

The Contractor and/or any subcontractors used by the Contractor shall, on his own time, and at his own expense, secure all permits, licenses, and certificates that may be required of him by law for the performance of the requirements of the contract. The Contractor shall comply with all federal, state and local laws, ordinances, rules, and regulations relating to the performance of this work, including but not limited to, 40 CFR PART 31 and "LUST Trust Fund Cooperative Agreement Guidelines" OSWER Directive 9650.10A.

The Contractor is responsible for the health and safety of his employees during the performance of all activities required by this contract. He shall maintain and comply with a Health and Safety Plan (H&SP) consistent with Section 104(f) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, EPA Order 1440.3 and all Occupational Health and Safety Administration requirements, all applicable federal, state and local laws regulations, ordinances, and codes used in planning and implementing site health and safety. In the event of conflict between any of these requirements, the more stringent requirement shall be followed. The H&SP shall be made available for LDEQ review upon request.

## 4.2 Weekly Progress Reporting

The Contractor shall prepare and submit to the LDEQ Project Manager a Weekly Progress Report, Exhibit B, describing all work completed during the preceding week, the status of the work in progress and anticipated work for the following week. Additionally, the Contractor shall report any environmental problems identified in the field needing further investigation or corrective action by LDEQ. The Weekly Progress Report shall be submitted in an electronic format to the LDEQ Project Manager no later than 10:00 a.m. every Tuesday. This report shall include:

- (1) the Contractor's name, address, and the name of the Contractor's Project Manager;
- (2) LDEQ's contract number and project title;
- (3) the dates of the reporting period;
- (4) a description of the progress made during the previous week, including problems experienced, requests for approved changes in personnel, and the effect of the problems/changes on the due date of deliverables; and
- (5) the status of the work in progress and a list of anticipated work for the following week.

#### 4.3 Deliverables

The following deliverables shall be prepared by the Contractor and submitted to the LDEQ Project Manager:

- RECAP Input Parameters Form
- Additional Site Investigation Work Plan
- Technical Sampling and Analysis Plan
- Quality Assurance/Quality Control Plan
- Health and Safety Plan
- Combined Additional Site Investigation Report with RECAP Evaluation
- RECAP Evaluation Submittals
- Corrective Action Study with Cost Estimate
- Corrective Action Plan

The Contractor shall provide an original and two (2) copies, and one (1) copy in PDF format for review and approval by the LDEQ Project Manager. Any and all discrepancies or omissions shall be corrected to the satisfaction of the LDEQ Project Manager before the deliverables are accepted.

#### 4.4 Record Keeping

The Contractor shall keep accurate records and provide documentation for this project. These records shall include:

- (1) technical records (including, but not limited to, complete and accurate records of measurements, data, analysis and all other technical information collected in the course of this project); and
- (2) other records and reports required by Federal and State laws and regulations.

#### 4.5 Project Communication

The Contractor shall maintain communications and coordination with the LDEQ Project Manager, including reporting problems encountered in performing this work, notifying LDEQ of schedule delays and/or corrective action relating to these activities. The Contractor shall attend meetings as necessary to discuss requirements or problems with the LDEQ Project Manager or his representative. Meetings may be held at LDEQ Headquarters in Baton Rouge, LDEQ Regional Offices, or on-site. Interim conference calls may be required.

#### 4.6 Subcontractors

All subcontractors used by the Contractor for this project must be identified in the Contractor's proposal or approved in writing by LDEQ before performing any work under this contract. The Contractor shall be the sole point of contact regarding subcontracted services provided to LDEQ. LDEQ will not accept deliverables directly from subcontractors.

The Contractor shall guarantee the quality and timeliness of work performed by his subcontractors. He is responsible for correcting all mistakes, errors, or omissions in the subcontractor's work. It is also his responsibility to ensure that all subcontractors have the expertise necessary to perform project tasks as specified in this contract.

#### 4.7 Substitution of Personnel

To ensure efficiency and continuity, the Contractor's key project management personnel shall remain assigned to the contract until its completion. If, during the course of the contract, the Contractor finds that he cannot provide the personnel listed in his accepted proposal, the Contractor must request permission in writing from LDEQ to provide a substitute. This request must be approved by LDEQ before the proposed replacement does any work on this contract, and shall include:

- (1) justification of the need for any such substitution;
- (2) a narrative establishing that the proposed substitute is at least equal in education, qualifications, and experience to the person being replaced; and
- (3) a résumé for the proposed substitute.

LDEQ reserves the right to require the replacement of any person working on this contract who is determined by LDEQ to be unresponsive to the needs of LDEQ as defined by the contract.

#### 4.8 Site Access

The Contractor shall be responsible for gaining access to all properties where a signed access agreement for post hurricane related activities is not yet on file with the Department. In the event that the owner/operator cannot be located or if the Contractor is unable to gain access to the property, the Contractor must inform LDEQ in writing within forty-eight (48) hours; LDEQ will direct the Contractor after notification has been made.

#### 4.9 Completion of Site Activities

The Contractor shall remove all equipment, used/uncontaminated supplies or materials, non-hazardous contractor-generated trash from the work area and hazardous and/or non-hazardous investigation derived waste following completion of activities at the site. The Contractor shall dispose of all trash, debris and investigation derived waste generated from the work accomplished at the site in accordance with applicable laws, regulation, ordinances and codes. Any damage to the site caused by his operations and/or equipment shall be repaired by the Contractor.

#### 4.10 Correction of Deficient Work

If required by LDEQ, prior to payment, the Contractor shall promptly, without additional cost to LDEQ, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by LDEQ, LDEQ may have the deficiency corrected by a separate party. All costs to LDEQ for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

#### 4.11 Concurrent Site Work

LDEQ may concurrently perform additional work at the site related to this project or LDEQ may procure the services of other contractors. The Contractor shall coordinate his work with the work of LDEQ or other contractors.

#### 4.12 Project Schedule

All activities shall be completed within the stated number of calendar days as specified in the following table. Adherence to the following schedule will be determined by LDEQ. LDEQ anticipates the completion of all activities related to this scope of work within one year of the commencement conference.

**Table 1. Project Schedule** 

Time Frame	Activity			
(calendar days)	·			
Notice to Proceed	LDEQ awards contract and issues a Notice to			
	Proceed to the selected Contractor			
Within 10 days of Notice to Proceed	Commencement Conference			
Within 60 days of Notice to Proceed	Submission of RECAP Input Parameters Form			
Within 30 days of LDEQ Request for Site	Submission of Additional Site Investigation			
Investigation	Work Plan			
Within 30 days of LDEQ Approval of Site	Begin Site Investigation			
Investigation Work Plan				
Within 120 days of LDEQ Approval of Site	Submission of Combined Additional Site			
Investigation Work Plan	Investigation Report and RECAP Evaluation			
Within 30 days of LDEQ Notice of Deficiency	Submission of Corrected Additional Site			
	Investigation Report and RECAP Evaluation			
Within 60 days of LDEQ Request for RECAP	Submission of RECAP Evaluation Submittals			
Evaluation				
Within 30 days of LDEQ Notice of Deficiency	Submission of Corrected RECAP Evaluation			
	Submittals			
Within 60 days of LDEQ Request for	Submission of Corrective Action Study			
Corrective Action Study				
Within 30 days of LDEQ Notice of Deficiency	Submission of Corrected Corrective Action			
	Study			
Within 30 days of LDEQ Request for	Submission of Corrective Action Plan			
Corrective Action Plan				
Within 30 days of LDEQ Notice of Deficiency	Submission of Corrected Corrective Action			
	Plan			

#### 5.0 LDEQ RESPONSIBILITIES

As part of its responsibilities under the contract, LDEQ shall:

- (1) provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager);
- (2) provide LDEQ materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;
- (3) monitor the Contractor's work through telephone communications, meetings, and review of Weekly Progress Reports; and
- (4) review, require revision as necessary, and accept deliverables.

LDEQ will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. In the event that the

owner/operator cannot be located or if the Contractor is unable to gain access to the property, the Contractor must inform LDEQ in writing within forty-eight (48) hours; LDEQ will direct the Contractor after notification has been made. In the event the owner has refused permission, this will be reported to LDEQ for enforcement action. However, LDEQ shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

#### 6.0 GUIDANCE DOCUMENTS

As necessary for tasks assigned by LDEQ, the Contractor shall use the methodologies, guidelines and updates as set forth, including but not limited to:

- LDEQ's Risk Assessment/Corrective Action Program (RECAP);
- LDEQ/LDOTD Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook; and
- LUST QAPP\_1006\_r09, revision date April 18, 2007.

#### 7.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the actual work performed. Payment for the tasks required in this Statement of Work shall be based upon the line items listed in the contract Schedules of Prices, Attachment 4.

#### **7.1** Commencement Conference

The Commencement Conference payment item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at LDEQ Headquarters in Baton Rouge. Payment shall be made for the actual number of hours worked in accordance with the hourly rate provided in the Schedule of Prices, Attachment 4. LDEQ will reimburse the Contractor for a maximum of three (3) Contractor personnel for attendance at the conference. Payment will be made by LDEQ following completion of the conference and submission of the Contractor's invoice.

#### 7.2 **RECAP Evaluation – Input Parameters Form**

The RECAP Evaluation payment item shall include all activities and resources necessary to complete the RECAP Input Parameters Form. Payment shall be made in one lump sum in the payment period following the acceptance of the respective line item task by LDEQ. Payment for the work performed shall be made in accordance with the unit rate provided in the contract Schedule of Prices.

#### 7.3 Additional Site Investigation

The Additional Site Investigation payment item shall include all activities and resources necessary to complete the Additional Site Investigation Work Plan. Payment shall be made in

one lump sum in the payment period following the acceptance of the respective line item task by LDEQ. Payment for the work performed shall be made in accordance with the unit rate provided in the contract Schedule of Prices.

#### 7.4 Drilled or Direct Push Soil Borings for Additional Site Investigation

The Drilled or Direct Push Soil Borings payment item shall include all activities and resources necessary for mobilization, installation, plugging and abandonment, investigation and disposal of IDW and demobilization. Payment shall be made on a per foot basis in the payment period following the acceptance of the respective line item task by LDEQ. Payment for the work performed shall be made in accordance with the unit rate provided in the contract Schedule of Prices.

#### 7.5 Analytical Testing

The Analytical Testing payment item shall include all activities and resources necessary to sample, package and label; prepare chain-of-custody; ship and handle; perform analytical testing and QA/QC; interpret the analytical results; and record and report all results. Payment shall be made per sample in accordance with the unit rates provided in the contract Schedule of Prices.

#### 7.6 Combined Additional Site Investigation Report and RECAP Evaluation

The Combined Additional Site Investigation Report and RECAP Evaluation payment item shall include all activities and resources necessary to complete the report. Payment shall be made in one lump sum in the payment period following the acceptance of the respective line item task by LDEQ. Payment for the work performed shall be made in accordance with the unit rate provided in the contract Schedule of Prices.

#### 7.7 **RECAP Evaluation - Submittals**

The RECAP Evaluation - Submittals payment item shall include all activities and resources necessary to perform the RECAP evaluation and prepare and submit RECAP evaluation submittals. Payment shall be made in one lump sum in the payment period following the acceptance of the respective line item task by LDEQ. Payment for the work performed shall be made in accordance with the unit rate provided in the contract Schedule of Prices.

#### 7.8 Corrective Action Study

The Corrective Action Study payment item shall include all activities and resources necessary to prepare and submit the corrective action study. Payment shall be made in one lump sum in the payment period following the acceptance of the respective line item task by LDEQ. Payment for the work performed shall be made in accordance with the unit rate provided in the contract Schedule of Prices.

#### 7.9 Corrective Action Plan

The Corrective Action Plan payment item shall include all activities and resources necessary to develop the corrective action plan. Payment shall be made in one lump sum in the payment period following the acceptance of the respective line item task by LDEQ. Payment for the work performed shall be made in accordance with the unit rate provided in the contract Schedule of Prices.

#### 7.10 Litigation Support

The Litigation Support payment item shall include all activities and resources necessary for the performance of this task. Payment shall be made for the actual number of hours worked in accordance with the hourly rates provided in the Schedule of Prices. LDEQ does not guarantee performance of the maximum number of hours.

Travel expenses and mileage for litigation support, as requested by LDEQ, shall be reimbursed in accordance with the Division of Administration State General Travel Regulations within the limits established for State Employees. These limits are defined in the most current version of Division of Administration Policy and Procedure Memorandum No. 49 (www.doa.louisiana.gov/osp/travel/traveloffice.htm). Travel time will be reimbursed according to the hourly rate as listed in the Schedule of Prices, Attachment 4. Payment shall be made as a lump sum upon submission of supporting documentation (timesheets, mileage reports and receipts).

## ATTACHMENT 3. EXPERIENCE TABLE

# "Leaking Underground Storage Tank (LUST) Post-Hurricane RECAP Evaluation/Corrective Action Study" (Enlarge or duplicate table as necessary)

Client Name and Address	Contact Person and Telephone Number	Project Title and Contract Number	Dates of Project/ Dollar Amount of Contract	Description of Project

# ATTACHMENT 4 SCHEDULE OF PRICES

# "Leaking Underground Storage Tank (LUST) Post-Hurricane RECAP Evaluation/Corrective Action Study"

Line Item No.	Pay Item Description	Payment Unit	No. of Units	Unit Rate	Line Total
1	Commencement Conference	hour	6		
2	RECAP Evaluation – Input Parameters Form	lump sum per site	100		
3	Additional Site Investigation	lump sum per site	40		
4	Drilled or Direct Push Soil Borings for Additional Site Assessment	foot	2,000		
5	Analytical Testing – BTEX	sample	500		
6	Analytical Testing – TPH GRO	sample	250		
7	Analytical Testing – TPH DRO	sample	250		
8	Analytical Testing – TPH ORO	sample	50		
9	Analytical Testing – Synthetic Precipitation Leaching Procedure (any COC)	sample	50		
10	Analytical Testing – TPH Fractionation (any COC)	sample	50		
11	Analytical Testing – PAHs	sample	50		
12	Combined Additional Site Investigation Report and RECAP Evaluation	lump sum per site	40		
13	RECAP Evaluation – Submittals	lump sum per site	60		
14	Corrective Action Study	lump sum per site	40		
15	Corrective Action Plan	lump sum per site	40		
16	Litigation Support	hour			
17	Travel Time for Litigation Support	hour			
TOTAL PRICE					

- Unit rates for line items 1– 15 shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs), travel expenses and profit.
- Hourly rates for line items 16 and 17 shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs) and profit. Personnel travel expenses and mileage, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time shall be reimbursed in accordance with the hourly rate provided in the Schedule of Prices.

#### \*ALL BLANKS MUST BE COMPLETED

# ATTACHMENT 5. SAMPLE LDEQ CONTRACT "Leaking Underground Storage Tank (LUST) Post-Hurricane RECAP Evaluation/Corrective Action Study"

The contract of	offered to the	e succe	essful	proposer will	have t	he follo	owin	ng form	and co	ntent:
THIS CONTR	RACT, made	e and	entere	d into this		_ day c	of		, 20	08, by
and between	the Depart	ment	of E	nvironmental	Qualit	ty of	the	State o	f Lou	isiana,
hereinafter	referred	to	as	"LDEQ"	or	"the	I	Departm	ent",	and
			, offic	cially domicile	ed at _					,
hereinafter ref	erred to as t	he "Co	ontrac	tor."						

#### WITNESSETH:

WHEREAS, La. R.S. 2011 (D)(6) grants authority to the Secretary of the Louisiana Department of Environmental Quality to declare emergencies;

WHEREAS, LDEQ desires to retain the Contractor to provide technical information and professional expertise as hereinafter described; and

WHEREAS, a fee for the services to be provided by the Contractor pursuant to this contract has been mutually agreed upon by all parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

LDEQ hereby employs and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by LDEQ, with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

#### 1. PROJECT IDENTITY

This contract will be identified as "Leaking Underground Storage Tank (LUST) Post-Hurricane RECAP Evaluation/Corrective Action Study" with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to LDEQ in connection with this contract shall be identified by this Contract Number.

#### 2. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Emergency Request for Proposals (the RFP) and addenda issued thereto by LDEQ, the proposal submitted by the Contractor in response to LDEQ's RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

#### 3. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from March 1, 2008 through February 28, 2009. This period shall be known as the base contract. LDEQ reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Commissioner of the Division of Administration. All extensions shall include the same payment terms and conditions as the base contract and shall be contingent upon funding by the Louisiana State Legislature.

#### 4. RESPONSE ACTION CONTRACTOR REQUIREMENTS

The Contractor must appear on the approved current Response Action Contractor (RAC) listing or must meet the minimum qualification requirements of a RAC, as defined in LAC 33:XI.1205.A. The Contractor must maintain the minimum qualification requirements of a RAC throughout the duration of this contract. Failure to maintain the required qualifications, or promptly correct any lapse, may be considered as a failure to perform within the terms of this contract.

## 5. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, and services to perform the work as set forth in and Appendix A, Contractor's Proposal, and Appendix B, RFP Attachment 2, Statement of Work, attached hereto and made a part hereof.

#### 6. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Commissioner of the Division of Administration, and participation in a post-award conference to be scheduled by LDEQ at its offices.

#### 7. COMPENSATION

The amount which LDEQ agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of \_\_\_\_\_\_\_. The prices resulting from the RFP process shall form the basis of payment, and shall remain in effect for the duration of the contract. Work performed by the Contractor during the term of the contract shall be paid at the unit rates listed in the Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

LDEQ will pay the Contractor only for actual work performed, LDEQ does not guarantee a maximum payment amount to be earned by the Contractor. LDEQ will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from LDEQ in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of LDEQ that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment, approved by the Commissioner of the Division of Administration, and shall be contingent upon funding by the Louisiana State Legislature.

## 8. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

# 9. <u>LDEQ OBJECTIVES, MONITORING PLAN, AND PERFORMANCE</u> MEASURES

As required by R.S. 39:1498(7) and (8), LDEQ provides the following information:

- a. The goal of this contract is to develop RECAP standards and propose appropriate corrective action alternatives for leaking underground storage tank (LUST) sites in areas affected by Hurricanes Katrina and Rita. The objectives to be achieved through this contract in order to attain this goal include providing LDEQ with:
  - (1) RECAP Evaluation of approved damaged facilities;
  - (2) Corrective Action Study of approved damaged facilities; and
  - (3) Corrective Action Plan Development of approved damaged facilities.
- b. LDEQ will monitor the progress of the Contractor during the contract by:
  - (1) designating LDEQ staff to act as the Project and Contract Managers;
  - (2) meeting with the Contractor as necessary to provide guidance or answer questions;
  - (3) ensuring that deliverables are submitted within the time frame of the contract;
  - (4) reviewing, requiring correction as necessary, and approving all deliverables and submittals; and
  - (5) requiring Weekly Progress Reports.
- c. LDEQ will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

#### 10. INVOICING AND PAYMENT

a. Payment:

Payment to the Contractor for services rendered and/or hours worked shall be made according to the rates provided in the contract Schedule of Prices for the actual work and/or hours accepted as completed by LDEQ. The rates included in the contract Schedule of Prices shall be applied for the term of the contract. Payment for work performed under this contract shall not exceed the agreed contract amount.

The rate for line items 1-15 in the contract Schedule of Prices shall include all associated direct costs (labor, supplies, equipment,

incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringes, overheads, general and administrative costs), travel and profit.

The rate for line items 16 and 17 in the contract Schedule of Prices shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs) and profit. Personnel travel expenses and mileage, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time shall be reimbursed in accordance with the hourly rate provided in the Schedule of Prices.

No payment shall be owed or made for analytical work or data generated by a commercial laboratory as defined in LAC 33:I.4503 that is not accredited by the Department's Environmental Laboratory Accreditation Program at the time the work is done and the data is generated. No payment shall be owed or made for analytical work or data generated by a laboratory other than a commercial laboratory as defined in LAC 33:I.4503 that does not meet at a minimum the quality systems requirements found in LAC 33:I. Chapter 53 and in Chapter 5 of the 2003 NELAC Standards at the time the work is done and the data is generated. No payment shall be owed or made for any analytical data that is not submitted in a format approved by the DEQ project manager and that meets the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

#### b. Payment procedure:

Invoices shall be submitted within fourteen (14) calendar days of the last day of the preceding month. Payment shall be made for line items 1, 16 and 17 in the payment period following the acceptance of the respective task by LDEQ in accordance with the unit rate provided in the contract Schedule of Prices. A Progress Report that clearly supports the Contractor's request for payment for the corresponding billing must be included with each invoice.

Payment shall be made as monthly progress payments for line items 2 through 15. Invoices shall be based upon the actual amount of work completed during the billing period or for work with performance periods of more than thirty (30) days, progress payments may be made at the discretion of LDEQ.

Each invoice must include:

- (1) the contract number;
- (2) the name and address of the Contractor;
- (3) an itemized list of the work completed during the billing period;
- (4) the total amount requested;
- (5) the balance remaining in the contract; and
- (6) supporting documentation.

The invoice shall be signed by the Contractor's Project Manager. One original and one copy shall be directed to Louisiana Department of Environmental Quality, Financial Services Division, P. O. Box 4303, Baton Rouge, LA 70821-4303.

Payments will be made within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by LDEQ.

#### c. Reporting Requirements:

The Contractor shall submit all required reports (see Attachment 2, Statement of Work). Additionally, the Contractor shall submit Weekly Progress Reports, a Progress Report that clearly supports the Contractor's request for payment for the corresponding billing period and a procurement summary detailing purchases from Minority/Women Business Enterprises (Appendix C), prior to issuance of payments.

#### 11. DELIVERABLES

The Contractor shall provide to LDEQ the items specified in Attachment 2, Statement of Work, as products of the services rendered under this contract. LDEQ reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

#### 12. CORRECTION OF DEFICIENT WORK

If required by LDEQ, prior to payment, the Contractor shall promptly, without cost to LDEQ, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the

Contractor does not correct such deficient work within the time specified by LDEQ, LDEQ may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

#### 13. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than LDEQ or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of LDEQ.

#### 14. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all source code developed, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of LDEQ and LDEQ shall not be restricted in any way whatever in its use of such material. In addition, at any time during the contract period, LDEQ shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes, and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by LDEQ.

#### 15. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute shall meet or exceed the requirements stated herein. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to LDEQ for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

#### 16. CONTRACTOR'S INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees. The cost of such insurance shall be included in the Contractor's prices and shall not be separately billed.

## a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 00011293. The policy shall provide coverage for owned, hired, and non-ownedcoverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- (3) Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.
- (4) Pollution Liability insurance as required by LDEQ.
- (5) Umbrella Liability Policy as required by LDEQ.

#### b. Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- (3) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.
- (4) Pollution Liability: \$1,000,000.

#### c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by LDEQ. At the option of LDEQ, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LDEQ, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages
  - (a) LDEQ, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to LDEQ, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
  - (b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to LDEQ, its officers, officials, employees, Boards and Commissions or volunteers.
  - (c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (2) Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against LDEQ, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for LDEQ.

(3) Pollution Liability Insurance

Within fifteen (15) days of award of this contract, the Contractor

shall submit to LDEQ written documentation concerning the procurement of pollution liability insurance coverage of at least one million dollars (\$1,000,000.00), exclusive of legal defense cost. This documentation shall be in the form of a copy of the policy and declaration page. LDEQ shall be named as an additional insured. Any insurance policy which operates on a "claims-made" basis shall be maintained for the term of this contract.

Every twelve (12) months after the award of the contract, the Contractor must submit written documentation providing proof of continued pollution liability insurance coverage including:

- (a) copies of applications submitted to three known underwriters of pollution liability insurance;
- (b) a status report of any pollution liability insurance obtained (The report shall include the type of coverage, the premium charged, the limits of coverage, the deductible levels, and any other major terms and conditions of the insurance coverage. A copy of the actual policy and declaration page could be provided in lieu of a written status report.);
- (c) if pollution liability coverage was denied by an underwriter, a summary of the reasons why such coverage was denied; and
- (d) a status report concerning the alternative pollution liability risk transfer mechanisms that the Contractor has pursued other than commercial pollution liability insurance (e.g., risk retention groups, purchasing groups, etc.).

The Contractor shall not be reimbursed for liabilities that were caused by the conduct of the Contractor (including any conduct of its directors, managers, staff, representatives or employees) which was grossly negligent, constituted intentional misconduct, or demonstrated a lack of good faith. Furthermore, the Contractor shall not be indemnified for liability arising under strict tort liability or any other basis of liability other than negligence.

### (4) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LDEQ.

#### e. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

#### f. Verification of Coverage

The Contractor shall furnish LDEQ with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and must include the Contractor's name, the LDEQ contract number, the effective dates of the policy, and the level of coverage. The certificates must be received and approved by LDEQ before the Notice to Proceed will be issued and work commences. LDEQ reserves the right to require complete, certified copies of all required insurance policies, at any time.

An original and one (1) copy of each certificate (and policies when required) shall be sent to the attention of:

Laura McDonald Contracts and Grants Division Louisiana Department of Environmental Quality P.O. Box 4303 Baton Rouge, LA 70821-4303

#### 17. PERFORMANCE AND PAYMENT BONDS

The Contractor shall provide both a performance bond, executed to secure fulfillment of the Contractor's obligations under the contract, and a payment bond, executed to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. Each bond shall be in the amount of one hundred percent (100%) of the contract price.

#### 18. INDEMNIFICATION AGREEMENT

The Contractor shall complete and return to LDEQ a signed Indemnification Agreement (Attachment 6), along with the insurance certificates required in "Contractor's Insurance" above.

#### 19. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of LDEQ thereto; provided, however, that all claims for money due or to become due to the Contractor under this contract may be assigned to its bank, trust company, or other financial institution without such approval. Notice of any such assignment of transfer shall be furnished promptly to LDEQ.

#### 20. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

#### 21. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold LDEQ harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

# 22. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors, and agents shall comply with all applicable Federal, State and Local laws and ordinances, including but not limited to, 40 CFR PART 31 and "LUST Trust Fund Cooperative Agreement Guidelines" OSWER Directive 9650.10A, in carrying out the provisions of this contract.

The Contractor is hereby advised that U.S. Environmental Protection Agency Grant No. <u>LP-96646701</u> is being used by the Department to partially fund this contract. Continuation of this agreement is contingent upon grant approval.

#### 23. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under Tax Identification Number.

#### 24. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1498.(4) and 1498.2, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

#### 25. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other

consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, LDEQ shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### 26. RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the LDEQ Internal Audit Section, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred. All such materials shall be made available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract for inspection by LDEQ and/or Legislative Auditor. Copies thereof shall be furnished if requested.

#### 27. ANTI-DISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, The Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Contractor further agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### 28. CODE OF ETHICS FOR STATE EMPLOYEES

Contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission of Ethics for Public Employees. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract, the company official certifies that there is no conflict or violation of the Ethics Code.

#### 29. REMEDIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 through 1526.

#### 30. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:

The Contractor agrees to ensure that minority/women business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that minority/women business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing MBE/WBEs are required:

- 1. Solicitations for products or services shall be sent to firms/individuals listed as MBE's and WBE's.
- 2. Where feasible, divide total requirements into smaller tasks to permit maximum MBE/WBE participation.
- 3. Where feasible, establish delivery schedules which will encourage MBE/WBE participation.
- 4. Encourage use of the services of the U. S. Department of Commerce's Minority Business Development Agency (MBD) and the U. S. Small Business Administration to identify MBE/WBE's.
- 5. Require that each party to a subcontract takes the affirmative steps outlined here.
- 6. Include in bid documents for subcontractors the negotiated "fair share" percentages:
  - MBE: Construction 11%; Supplies 5.5%; Services 13%; Equipment 3.4%
  - WBE: Construction 8.8%; Supplies 16%; Services 13%; Equipment 10%

#### 31. TERMINATION OF CONTRACT FOR CAUSE

If, in the determination of LDEQ, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract or violates any of the covenants, agreements, or stipulations of this contract, LDEQ shall thereupon have the right to terminate this contract by giving written notice sent certified mail (return

receipt requested) to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this contract shall, at the option of LDEQ, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. LDEQ shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to LDEQ for damages sustained by LDEQ by virtue of any breach of the contract by the Contractor, and LDEQ may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due LDEQ from the Contractor is determined.

#### 32. TERMINATION FOR THE CONVENIENCE OF LDEQ

LDEQ may terminate this contract for the convenience of LDEQ at any time, by giving written notice to the Contractor by certified mail (return receipt requested) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in the preceding section shall, at the option of LDEQ, become its property. If the contract is terminated by LDEQ as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made.

#### 33. LABORATORY ACCREDITATION:

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Department's Environmental Laboratory Accreditation Program prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by the Department's Environmental Laboratory Accreditation Program in accordance with LAC 33:I.4501 through 5913. All analytical data must be submitted in a format approved by the DEQ project manager and shall meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 2003 NELAC Standards. All analytical data must be submitted in a format approved by the DEQ project manager and meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

The Contractor agrees that the Department may at any time during the term of this Contract and without prior notice conduct on-site laboratory audits and/or assessments of any laboratory that performs analytical work or generates data submitted or to be submitted as required.

Analytical work shall not be performed by any subcontractor unless written Department approval has been obtained by the Contractor prior to subcontracting any part of the services specified. The Contractor shall submit requests for approval, accompanied by information (including but not limited to resumes) of proposed subcontractors to the project manager. The Contractor further agrees to guarantee and to require of any subcontractor that all services performed under any subcontract shall comply with all of the terms and conditions of this Contract.

#### 34. FORCE MAJEURE

The Contractor or LDEQ shall be exempt from performance under the contract for any period that the Contractor or LDEQ is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or LDEQ has prudently and promptly acted to make any and all corrective steps that the Contractor or LDEQ can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

#### 35. AMENDMENTS

All changes to the contract price or term shall require amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Commissioner of the Division of Administration. Verbal directives from any employee of LDEQ shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

LDEQ AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESS:	DEPARTMENT OF ENVIRONMENTAL QUALITY:
	Thomas C. Bickham, III
	Undersecretary
	Wilbert F. Jordan, Jr.
	Assistant Secretary Office of Environmental Assessment
WITNESS:	CONTRACTOR

## APPENDIX C

# MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD EPA Financial Assistance Agreement Number: <u>LP-96646701</u>

Procurement Made By		2. Business Enterprise			4. Date of	5. Type of	
Contractor	Sub- Contractor Contractor Minority Women		Women	\$ Value of     Procurement	Award MM/DD/YY	Product or Services <sub>A</sub> (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Type of produ	ct or service c	odes:					
1 = Construction			2 = Supplies		3 = Services  A = Business Serv B = Professional S C = Repair Service D = Personal Serv	Services es	
A good	d faith effort has l	been made to	obtain MBE/WBE	vendorsSi	gnature		DATE:
1 <sup>st</sup>	Qtr (Oct-Dec)	2 <sup>nd</sup> (	Qtr (Jan-Mar)	3 <sup>rd</sup> Qtr (Apr-Ju	_	Jul-Sept)	

# ATTACHMENT 6 INDEMNIFICATION AGREEMENT

agrees to protect, defend, indemnify, save, and hold
(Contractor)
harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its
officers, agents, servants and employees, including volunteers, from and against any and all
claims, demands, expense and liability arising out of injury or death to any person or the damage,
loss or destruction of any property which may occur or in any way grow out of any act or
omission of, its agents, servants, and employees, or any and all
(Contractor)
costs, expense and/or attorney fees incurred by as a result of
any claim, demands, and/or causes of action except those claims, demands, and/or
causes of action arising out of the negligence of the State of Louisiana, all State Departments,
Agencies, Boards and Commissions, its agents, representatives, and/or employees.
agrees to investigate, handle, respond to, provide defense for,
(Contractor) and defend any such claim, demands, or suit at its sole expense and agrees to bear all other costs
and expenses related thereto, even if it (the claim, etc.) is groundless, false or fraudulent.
Accepted by:
Company Name
Signature
Title
Date accepted
Is the Certificate of Insurance attached? Yes No
CFMS Contract No for Louisiana Department of Environmental Quality, Office
of Environmental Assessment
Purpose of Contract: <u>development of LUST Risk Evaluation/Corrective Action Program (RECAP)</u>
standards and corrective action alternatives.

Page 1 of 1

#### **ATTACHMENT 7**

#### PERFORMANCE AND PAYMENT BOND

Therefore,	to	these	presents	personally	came	and	intervened
herein acting	for				, a corp	oration o	organized and
existing under	r the l	aws of the	State of		, a	nd duly	authorized to
transact busir	ness in	n the State	e of Louisian	na, as Surety, w	ho declar	ed that	having taker
cognizance of	f this	contract a	and of the de	ocuments menti	ioned here	ein, he l	nereby in his
capacity as i	ts At	torney in	Fact obligate	es his said con	npany, as	Surety	for the said
Contractor, un	nto LI	DEQ, for a	performance	bond and a pay	ment bone	d, each b	ond of a sum
equal to one h	nundre	ed percent	(100%) of the	e contract price	of		Dollars
(\$			_).				

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless LDEQ, from all cost and damages which he may suffer by said Contractor's nonperformance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by LDEQ of any extensions of time for the performance of the contract, or any other forbearance on the part of either LDEQ or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions, or other forbearance being hereby waived.

If the surety on any bond is declared bankrupt, becomes insolvent, or its right to do business in any state where any part of the project is located is revoked, the Contractor shall substitute another bond and surety acceptable to LDEQ. Any substitution shall be made within five (5) days after such declaration.

RFP No. <u>5701-08-02</u>

# Exhibit A RECAP INPUT PARAMETER FORM

(To be completed for all Eligible Motor Fuels Underground Storage Tank Trust Fund Sites)

Agency Interest Name					
AI#					
Facility Owner Name					
<b>Facility Owner Address</b>					
Response Action Contractor					
Contact Name/Phone # of Response Action Contractor					
	Īr	nput Paramet	-owa		
C		Sd:	iers	_	_
Source Size – List Sd, L, & Sw (It Sw are greater than 30' X 30', pr	ovide	Su:			
justification, including a site map boring/well locations, UST systen		L:			
features, and tables showing		Sw:			
contaminated soil intervals and the	he zone				
of groundwater fluctuation)					
Groundwater Classification		GW-1	GW-2 _	_ GW-3 <sub>DW</sub> _	GW3 <sub>NDW</sub>
Identify the methodology used to		Hydrai	ılio	Slug	Dumn
Identify the methodology used to determine groundwater classifica		Condu		_ Slug Test	Pump Test
determine groundwater classified		Condu	etivity	Test	Test
<b>Describe Other Methods Used Fo</b>	r GW				
Classification (e.g., DOTD water	well				
survey):					
Dilution Factor Applied (include	mon	MO-1:		Appen	
depicting the MO-1/Appendix I F		WIO-1.		Appen	iuix 1.
Exposure)	omit of				
% Organic Matter/Fractional Or	ganic				
Carbon (foc) Content	8				
List all borings and monitoring w	-				andards (if
applicable). Please attach a scale	d site map	o designating	es borings a	ınd wells.	
		DE COMP	EMED DIV		EAMTEADED
THE FOLLOWING SECTION	NS WILL	BE COMPL	ETED BY 1	THE LDEQ T	EAM LEADER
Name of LDEQ Team Leader:					
Signature of LDEQ Team Leader	r <b>:</b>				
Date Input Parameter Form App	roved:				
Site Investigation/RECAP Evalua	ation Repo	ort Due Date	•		

RECAP (MFUSTT) Effective January 1, 2006

# EXHIBIT B. WEEKLY PROGRESS REPORT

"Leaking Underground Storage Tank (LUST) Post-Hurricane RECAP Evaluation/Corrective Action Study" Reporting Period:

Contractor Name:

Contractor Address:
Name of Project Manager:
<b>Progress Reporting:</b> This section should state a description of the progress made during the previous week, including problems experienced, requests of approved changes in personnel, and the effect of the problems/changes on the due date of deliverables.
Number of Facilities with Input Parameters (to date):
Number of Site Investigations Completed:
Number of RECAP Evaluations Completed:
Number of Corrective Action Studies Completed:
Number of Corrective Action Plans Completed:

<sup>\*</sup> Invoices for completed tasks shall be submitted within fourteen (14) calendar days of the last day of the preceding month.